

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL  
ITEMS**1. REQUISITION NUMBER  
M-8-M0-25-SP-A00 000

PAGE 1 OF 92

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

TIRNO-08-R-00004

6. SOLICITATION ISSUE

DATE

2/28/2008

**7. FOR SOLICITATION  
INFORMATION CALL:**

a. NAME

RAMDASS, NELLISHA D

b. TELEPHONE NUMBER (*No collect  
calls*)  
202-283-26868. OFFER DUE DATE/  
LOCAL TIME  
03/31/2008 04:30 PM

9. ISSUED BY

CODE

IRS0088

Internal Revenue Service  
6009 Oxon Hill Road, Suite 200  
Oxon Hill, MD 20745

10. THIS ACQUISITION IS

☒ UNRESTRICTED OR☐ SET ASIDE:

% FOR

☐ SMALL BUSINESS☐ EMERGING SMALL  
BUSINESS☐ HUBZONE SMALL  
BUSINESS☐ SERVICE-DISABLED  
VETERAN-OWNED  
SMALL BUSINESS☐ 8(A)

NAICS:511120

SIZE STANDARD:500

11. DELIVERY FOR FOB DESTINATION  
UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

☐

SEE SCHEDULE

☐ 13a. THIS CONTRACT IS A  
RATED ORDER UNDER DPAS  
(15 CFR700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

61799015

Internal Revenue Service  
6009 Oxon Hill Road, Suite 500  
Oxon Hill, MD 20745

16. ADMINISTERED BY

CODE

IRS0088

Internal Revenue Service  
6009 Oxon Hill Road, Suite 500  
Oxon Hill, MD 2074517a. CONTRACTOR/  
OFFEROR

CODE

00055905

FACILITY

CODE

TO ALL OFFERORS.

18a. PAYMENT WILL BE MADE BY

CODE

INVB030

IRS Beckley Finance Center  
P.O. Box 9002  
Tel: (304) 254-3300  
Beckley, WV 25802

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  
BELOW IS CHECKED. ☐ SEE ADDENDUM19.  
ITEM NO.20.  
SCHEDULE OF SUPPLIES/SERVICES21.  
QUANTITY22.  
UNIT23.  
UNIT PRICE24.  
AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED.☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED.☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 6  
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER  
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL  
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.☐ 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER  
DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5).  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (*TYPE OR PRINT*)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35.AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER <input type="checkbox"/>		39.S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42.a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT ( <i>Location</i> )	
				42c. DATE REC'D (YY/MM/DD)	
				42d. TOTAL CONTAINERS	



## **TABLE OF CONTENTS**

<b>SECTION I -- STATEMENT OF WORK.....</b>	<b>2</b>
Executive Summary.....	4
Notification Of Changes To Content Or Service.....	5
Copying, Downloading And Distribution Of Materials.....	5
IRS Computing Environment.....	6
Description of Award Groups.....	7
Award Group 1 - Portable CD ROM Tax Service.....	7
Award Group 2 - Tax Research Service.....	10
Award Group 3 - Comprehensive Research Services.....	12
Managing and Supporting the Contract.....	18
 <b>SECTION II           CONTRACT LINE ITEMS.....</b>	 <b>22</b>
 <b>SECTION III          CONTRACT CLAUSES.....</b>	 <b>32</b>
 <b>SECTION IV          SOLICITATION ATTACHMENTS.....</b>	 <b>47</b>
Attachment A - Subcontracting Plan Outline.....	48
Attachment B – Voluntary Product Accessibility Template (VPAT).....	58
Attachment C – Quality Assurance Surveillance Plan.....	62
 <b>SECTION V           INSTRUCTIONS AND EVALUATIONS FACTORS.....</b>	 <b>68</b>
 <b>SECTION VI          REPRESENTATIONS AND CERTIFICATIONS.....</b>	 <b>81</b>

## **SECTION I – STATEMENT OF WORK**

### **1.0 Executive Summary**

The Internal Revenue Service (IRS) is committed to providing standardized, consistent electronic research services to employees throughout the country. The acquisition and management of these research services are centralized under the Office of Servicewide Policy, Directives, and Electronic Research (SPDER). The objective of this Statement of Work (SOW) is to obtain, through competitively awarded fixed-price contracts, a suite of robust electronic research services to meet the agency's electronic research needs.

The IRS has a wide range of diverse users with different and unique tax, legal, business and news research requirements. The principal use of electronic research services is to complete a full analysis of a tax return, whether as part of the audit process, collection process, or assistance process. This improves the quality of cases, assists in the fair application of the laws, and helps front line assistants resolve taxpayer questions. Users of these research materials are primarily: Customer Service Representatives, Revenue Officers, Revenue Agents, International Agents, Attorneys, Employment Tax Personnel, Tax Compliance Officers, Tax Auditors, Appeals employees, Estate and Gift Tax Attorneys, Employee Plans Specialists, Exempt Organizations Specialists, and Librarians.

In addition to tax law research, employees in other disciplines use the legal, business and news services to:

- Research personnel and labor law,
- Conduct statistical and trend analysis,
- Research academic journals and publications related to tax administration, and
- Identify industry news and trends.

These employees include: General Legal Attorneys, Personnel Specialists, Labor Relation Specialists, Statisticians, and Operational Research Specialists.

The Treasury Departmental Office (Treasury) has partnered with the IRS to obtain its research services. This Statement of Work outlines the requirements of the larger IRS audience, while at the same time affording Treasury the option to procure research services using the IRS contract vehicle. Treasury Departmental Office employees include attorneys, economists, tax professionals and financial professionals.

The IRS and Treasury will purchase services for a fixed number of users which can be increased or decreased at negotiated intervals, which will occur no more than twice a year. Approximately 30,000 IRS employees and 500 Treasury employees are users of research services. Anticipated users for each award group are described under the award group requirements.

Contractors shall fully describe how their offering will satisfy the diverse population of

users and research requirements. This includes not only a description of content and functionality, but also shall include a detailed training plan, marketing plan, and implementation and operation plan. Contractors will be evaluated on how well their proposal meets the requirements and objectives of this SOW along with their completeness and clarity in addressing the Government's requirements.

## **2.0 Notification Of Changes To Content Or Service**

- 2.1 Standardization is a significant component of the IRS electronic research strategy. The IRS understands that content is continually being added and deleted to the commercial research services, but it is the intent of this Request for Proposals (RFP) that all sources of content proposed by the contractor to satisfy either mandatory or highly desirable criteria in this solicitation will be continuously available and kept current throughout the life of the contract. In the event the contractor cannot comply with the requirements outlined below, the contractor shall provide a comprehensive response explaining any deviations they are proposing.
- 2.2 The contractor shall provide monthly notification to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) of all sources being added and all sources being dropped that are within the scope of this contract. This notification shall include a notation of whether the source is included or excluded under the contract. If third party negotiations prevent monthly notice, the contractor shall advise the IRS as soon as it is permissible to provide such notification.
- 2.3 If the IRS determines that a dropped source is material to IRS, the COTR will request from the contractor a list of comparable replacement sources.
- 2.4 The government reserves the right to approve offered replacement sources. If the comparable sources offered by the contractor are not acceptable to the IRS and/or Treasury, the contractor shall propose price reductions for those discontinued sources. Any price reductions shall take effect on the date the sources are no longer available online.
- 2.5 The contractor shall notify the COTR at least 30 days in advance of any changes in operation or functionality of the research system.
- 2.6 It is expected that the IRS will not be charged for any system or product upgrades, new functionality, or expanded content that are already part of the library purchased by the IRS, and/or are part of the contractor's continual product development and enhancement.
- 2.7 Any new features or enhancements not offered to IRS will not be displayed or taught in classes offered to IRS personnel.

## **3.0 Copying, Downloading And Distribution Of Materials**

- 3.1 In addition to using the contractor products to conduct research, IRS and Treasury often use these products for other internal purposes.
- 3.2 It is mandatory that contractors address all restrictions placed on its services to include those specifically related to each of the uses listed below. Providing the standard copyright and license agreement as a response is not sufficient.
- Copying of contractor reference materials for training purposes.
  - Inserting source documents or portions thereof into training materials
  - Posting IRS courses that contain excerpts from a commercial service to the Internet.
  - Releasing an IRS or Treasury document that contains an excerpt from a commercial service pursuant to a Freedom of Information Act (FOIA) request.
  - Releasing a document downloaded from a commercial service pursuant to a FOIA request.
  - Inserting source documents or portions thereof into other internal documents.
  - Inserting source documents on a CD as part of a submission of an electronic brief.
  - Linking to source documents on contractor services in IRS training materials.
  - Linking to source documents on contractor services in other IRS or Treasury internal documents.
  - Posting specific contractor-provided documents on the IRS or Treasury Intranet for internal informational purposes.
  - Providing a single copy of a document to a third party such as a taxpayer and/or power of attorney.
- 3.3 It is not the Government's intent to duplicate all or any significant portion of a contractor's database.

#### **4.0 IRS Computing Environment**

##### **4.1 Background Information**

- 4.1.1 A web-browser currently serves as the end-user interface for Internet-based commercial services.
- 4.1.2 Users on the IRS network (intranet) also access commercial tax research services housed inside the IRS firewall.
- 4.1.3 IRS users in the field or working from home conduct research two ways:
- By using contractor-provided portable CD ROM's and
  - By dialing into the IRS network using secure dial-in or virtual-private-network (VPN) communication hardware and/or software.

##### **4.2 Technical Requirements**

- 4.2.1 It is mandatory that any research service offered as a Windows or web-based system run under Windows XP as well as any successor Microsoft operating system adopted by the IRS.
- 4.2.2 It is mandatory that any external web-based service be implemented in a manner that eliminates any reasonable security concerns regarding the use of Java applets, ActiveX or similar client-side processing.
- 4.2.3 It is mandatory that the contractor ensure and certify that the products provided both at award and throughout the life of the contract comply with Section 508 of the Rehabilitation Act of 1973 (as amended). The attached Voluntary Product Accessibility Template shall be prepared by the contractor and submitted to the Contractor Officer.

## **5.0 Description of Award Groups**

- 5.1 The government's objective is to obtain the full range of content and products to meet the requirements of each award group. The contractors shall list and describe all offered databases, sources, and products. Contractors shall also list and describe all excluded databases, sources, and products. This listing is not subject to the pagination limitations of this request for proposal.
- 5.2 The IRS may choose to award any or all of the following award groups:
  - 5.2.1 Award Group 1 – Portable CD ROM Tax Service
  - 5.2.2 Award Group 2 – Tax Research Service
  - 5.2.3 Award Group 3 – Comprehensive Research Service

## **6.0 Award Group 1 - Portable CD ROM Tax Service**

- 6.1 Overall Requirements
  - 6.1.1 This is a portable CD tax library for use by employees who traditionally work outside an IRS office. Approximately 16,000 employees will use this library. The IRS may request to change this product to a DVD format during the term of the contract. Therefore, vendors are advised to address any additional costs associated with this change.
  - 6.1.2 The objective is to obtain a collection of the core tax research materials that allows employees to conduct research based on the Internal Revenue Code (IRC) and related administrative interpretations.
  - 6.1.3 The CD Library should consist of 3 or fewer CDs.
  - 6.1.4 The CD Library shall be updated and issued quarterly.



- 6.1.5 At least one quarterly CD library shall be non-expiring. Expiring CD sets shall remain usable at least until the receipt of the subsequent CD shipment, and shall notify the users of the upcoming expiration at least 2 weeks in advance.
- 6.1.6 CDs shall be shipped to the IRS National Distribution Center (NDC), which will distribute to end users.
- 6.1.7 CDs shall be provided either in one jewel case or be otherwise packaged as a set.
- 6.1.8 CD-ROM products shall be able to run on a CD-ROM drive and/or be fully functional when copied to the hard drive of a computer. The contractors copyright shall permit the copying of the CD-ROM products to the hard drive of a computer.
- 6.2 Mandatory Content
- 6.2.1 Internal Revenue Manual (IRM) - The IRM is the official source of all IRS policies, procedures and guidelines. It is mandatory that the contractors maintain a current Internal Revenue Manual (IRM) by obtaining updates electronically from the IRS print contractor. The contractor's CD-ROM version of the IRM shall be updated at least quarterly.
- 6.2.2 Legal and Administrative Content
- Internal Revenue Code
  - U.S. Tax Treaties
  - Income Tax Regulations (Final, Temporary, and Proposed)
  - Legislative History of Internal Revenue Code Sections
  - Internal Revenue Bulletins and Cumulative Bulletins
  - Revenue Rulings
  - Revenue Procedures
  - Announcements and Notices
  - Chief Counsel Guidance, including but not limited to:
    - Private Letter Rulings
    - Technical Advice Memoranda
    - General Counsel Memoranda
    - Actions on Decisions
    - Field Service Advice
    - Service Center Advice
    - Chief Counsel Advice
  - Industry Specialization Program (ISP) Coordinated Issue Papers
  - Market Segment Specialization Program (MSSP) Audit Technique Guides
  - IRS Taxpayer Publications
  - Income tax guide or handbook

- 6.2.3 Additionally, the IRS or the Office of Chief Counsel of the IRS may create new forms of guidance during the term of this contract. Once such guidance is instituted and published, it is expected that it will also be included at no additional cost.

### 6.3 Highly Desirable Content

- 6.3.1 It is highly desirable that at least one Commercial Tax Service be provided. Commercial Tax Services are commentaries on tax law and are generally categorized into two types:
- Annotated tax services are organized by IRC section and are explanatory in nature.
  - Topical tax services are organized by broad topic or issue and are analytical in nature.
  - The contractor shall provide a listing of all the Commercial Tax Services offered in their proposal.
- 6.3.2 IRS may request the inclusion of additional IRS documents in the CD Library. We expect the contractor to include these documents (if space permits) at no additional cost.
- 6.3.3 Additional specialized tax content is highly desirable. Examples of other content categories are: Employment Tax, Excise Tax, Estate and Gift, Employee Plans, Exempt Organizations, Trusts, etc. The contractor shall provide detailed listings of any content of this nature that is being offered.

### 6.4 Mandatory Features

- 6.4.1 Searching – It is mandatory that the product allow the user to use multiple search methods and to determine the actual words and topics to be searched and have all of the following search options available:
- Boolean logic searches;
  - Proximity searches;
  - Exact phrase searches;
  - Conceptual or natural language searches and
  - Search by citation
- 6.4.2 Linking – It is mandatory that the user be able to link directly in the body of text being researched to cited documents.
- 6.4.3 Help – It is mandatory that the product have:
- An extensive online Help feature, and
  - A comprehensive user guide or manual

### 6.5 Highly Desirable Features

- 6.5.1 The contractor shall provide a detailed description of the features available in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
- Searching;
  - Customization options;
  - Work log and search history;
  - On-line help;
  - Delivery Options;
  - Navigating within a document
- 6.5.2 The contractor shall provide a detailed description of the Linking incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as linking at the code subsection level to related documents, explanations, and references.
- 6.5.3 The contractor shall provide a detailed description of the additional IRM functionality incorporated in the electronic research system offered. The description should include, but not be limited to, capabilities such as:
- Retrieving documents at the sub-section level
  - Linking to other IRM sections
  - Linking to source documents

## **7.0 Award Group 2 - Tax Research Service**

### **7.1 Overall Requirements**

- 7.1.1 This is a comprehensive tax library which shall include the full range of tax related authorities, administrative and judicial interpretations, tax legislation, and IRS documents, as well as a citator that provides both the history of the case, a listing of other authorities, and judicial decisions. Approximately 25,000 employees will use this library.
- 7.1.2 The contractor shall list all sources being offered to meet the mandatory and highly desirable content **and** all content that is specifically excluded from the offering.
- 7.1.3 The contractor shall distinguish between databases that contain abstract information and those that contain full text data.

### **7.2 Mandatory Content:**

- 7.2.1 All Mandatory Content described in 6.2.
- 7.2.2 The contractor's online version of the IRM shall be updated at least monthly.

- 7.2.3 Administrative Interpretations issued by the Treasury Department that are not identified in 6.2. Examples include but are not limited to Treasury Decisions and Treasury Orders, Tax Related Executive Orders, etc.
- 7.2.4 Judicial Decisions include those decisions within the federal court system handed down by judges in tax matters that decide questions of fact or questions of law, including but not limited to:
- Briefs
  - Full-Text Judicial Decisions
  - Bankruptcy Court (Tax Cases)
  - Board of Tax Appeals (Regular & Memorandum Decisions)
  - Tax Court of the United States (Regular & Memorandum Decisions)
  - United States Tax Court (Regular & Memorandum Decisions)
  - United States District Court
  - United States Court of Federal Claims
  - United States Circuit Court of Appeals
  - United States Court of Appeals for the Federal Circuit
  - United States Supreme Court
- 7.2.5 At least one Commercial Tax Service as described in 6.3.1.
- 7.3 Highly Desirable Content:
- 7.3.1 Secondary Tax Research Material - The contractor shall provide detailed listings of content that is being offered.
- 7.3.2 It is highly desirable that the contractor not display links to content that the IRS cannot access.
- 7.4 Mandatory Features
- 7.4.1 All Mandatory Features described in 6.4.
- 7.4.2 A Tax Citator which provides the history of federal tax related judicial and administrative interpretations.
- 7.4.3 The product shall have proven and known ability to provide LAN/WAN access.
- 7.5 Highly Desirable Features
- 7.5.1 All Highly Desirable Features described in 6.5.
- 7.5.2 It is highly desirable that an Intranet version of this product be available. If offered, the contractor shall fully describe all system requirements for implementation of this Intranet-based service, as well as any additional costs for the Intranet-based service.

- 7.5.3 The contractor shall provide a detailed description of the Tax Citator being offered.
- 7.5.4 It is highly desirable that a utility be provided which automates the extraction of citations from a document and validates them with a Citation Service. The utility should generate a summary report listing problem cites requiring attention.
- 7.5.5 It is highly desirable that the contractor provide additional Commercial Tax Service as described in 6.3.1.
- 7.5.6 Linking – It is highly desirable that a desktop utility be provided which automates the creation of links within a Microsoft Word document. The utility should search for all legal citations and automatically reformat them into the appropriate format to link to the authority on the applicable CD-ROM, online, or web-based service.
- 7.5.7 It is highly desirable that a system access method be provided that does not require individual user IDs or passwords.

## **8.0 Award Group 3 - Comprehensive Research Services**

### **8.1 Overall Requirements**

- 8.1.1 This is an internet based research service that contains tax, legal, news, and business sources and products. This library will be used by approximately 23,000 IRS employees and 500 Treasury employees.
- 8.1.2 The contractor shall list all sources being offered to meet the mandatory and highly desirable content **and** all content that is specifically excluded from the offering.
- 8.1.3 The contractor shall distinguish between databases that contain abstract information and those that contain full text data.

### **8.2 Mandatory Content:**

- 8.2.1 All Mandatory Content described in 7.2
- 8.2.2 Full Legal Sources – Full Legal sources include **all of** the primary and secondary sources of information covering all areas of law provided by the contractor. At a minimum, full legal consists of the following:
  - 8.2.2.1 Federal and state statutes, constitutions, treaties, regulations (including CFR/FAR), state court and federal court reported cases, all bankruptcy court cases, all Supreme Court cases, Board of Contract Appeal cases, and agency pronouncements or opinions.

- 8.2.2.2 Judicial Interpretations, Legal Briefs, Federal and state legislative materials, including supporting legislative tracking, and research on legislative history.
- 8.2.2.3 Significant secondary legal research sources, including:
- Restatements of Law
  - An annotated U.S. Code
  - Law encyclopedias (such as Am Jur or Corpus Juris)
  - Law journals
  - Law reviews
  - Analytical reports
  - Legal abstracts
  - Legal treatises
  - Legal articles
  - Legal directories
  - Legal dictionaries
- 8.2.2.4 United States Tax Court Rules of Practice and Procedure
- 8.2.3 Business Sources provide access to all of the company and financial Information available from the contractor in a comprehensive full service research system. Sources include but are not limited to:
- Public Financial Information
  - Corporate annual reports
  - Securities and exchange commission filings
  - Current and historical stock, bond, and currency quotations
  - Corporate officer/principal data and corporate asset data
  - Domestic company reports and information
  - International company reports and information
  - Directories or registers of executives and directors
  - Securities and Exchange Commission (SEC) and shareholder financial filings
  - Corporate affiliations directories
  - Financial analysts reports of domestic and foreign entities
  - Banking Directories
- 8.2.4 News sources provide access to **all of** the domestic and international news information available from local, regional, national and international sources in a comprehensive full-service research system. News sources include but are not limited to:
- Newspapers
  - Business & Financial Periodicals
  - Other Periodicals (Economics, Insurance, Labor, Securities, International, etc)

- Journals/Magazines/Newsletters
- Wire Services
- Television and Radio Transcripts

### 8.3 Highly Desirable Content –

8.3.1 All Highly Desirable Content described in 7.3.

8.3.2 Secondary Tax Research Material - The contractor shall provide detailed listings of content that is offered in the following categories. Topics and titles and are listed for example only and are not all inclusive.

8.3.2.1 Books/Treatises (List specific title/topic & author)

- Taxation of Corporations & Shareholders
- Consolidated Returns
- Tax Shelters
- Taxation of Inventories
- Taxation of Life Insurance Companies
- Taxation of Public Utilities
- Taxation of Partnerships and Partners
- Taxation of S Corporations
- Limited Liability Guide
- Federal Tax Accounting
- IRS Practice and Procedure
- Unified Audit & Litigation Procedures for Pass-Through Entities
- Corporate Acquisitions and Mergers
- Bank Secrecy Act (Title 31)

8.3.2.2 Journals/Magazines/Newsletters (list specific titles & topics)

- Daily Tax Report
- Tax Notes Today
- Journal of Taxation

8.3.2.3 Additional Secondary Tax Research Material

- United States Tax Court Rules of Practice and Procedure
- Statement of Responsibilities in Tax Practice (AICPA)
- American Bar Association (ABA) Ethics Opinions (Taxation)
- Treasury Circular 230
- Academic Journals
- Intellectual Property

8.3.3 Specialized Content

8.3.3.1 General Information

8.3.3.1.1 IRS has distinct subsets of users with unique research needs.  
This section provides information about many of these groups,

- including examples the number of employees who will use these sources and of research materials they might use.
- 8.3.3.1.2 Topics and titles are listed for example only and are not all inclusive.
- 8.3.3.2 Employee Plans Sources (used by approximately 5,000 employees)
- 8.3.3.2.1 Journals/Magazines/Newsletters
- Employee Benefit News
  - Labor and Employment
  - Any other materials that cover the topics of Tax, ERISA, Pension and welfare benefits, and Labor
- 8.3.3.3 Exempt Organizations Sources (used by approximately 825 employees)
- 8.3.3.3.1 Books/Treatises
- Taxation of Exempt Organizations
  - Fundamentals of Municipal Bond Law
  - Municipal Bonds Deskbook
  - Federal Taxation of Municipal Bonds
  - Cohen's Handbook of Federal Indian Law
  - Kappler's Indian Affairs and Treaties
  - American Indian Law (William Canby Jr.)
- 8.3.3.3.2 Journals/Magazines/Newsletters
- Exempt Organizations Tax Review Magazine
  - Journal of Tax Exempt Organizations
  - Valuation Appraisals
  - The Bond Buyer
  - Tax Journal for Tax Exempt Bonds
  - Municipal Finance Journal
  - Indian Country Today
  - Native American Casino
  - Indian Gaming
- 8.3.3.4 Estate & Gift Sources (used by approximately 500 employees)
- 8.3.3.4.1 Books/Treatises
- Federal Gift and Estate Taxation
  - Taxation on Real Estate
  - Taxation of Trusts and Estates
- 8.3.3.4.2 Journals/Magazines/Newsletters
- Estate Gifts & Trust Journal
  - Estate Planning



- Any other materials that cover the topics of estates, trusts and gifts at both the state and federal level.
- 8.3.3.5 Employment Tax Sources (used by approximately 5,000 employees)
- Social Security Handbook, SSA Publication No. 65-008
  - Any other materials that cover the topics of payroll, unemployment law (federal & state), pension plans, fringe benefits and deferred compensation.
- 8.3.3.6 Bankruptcy Sources (used by approximately 500 employees)
- Any other materials that covers the topic of Bankruptcy Law.
- 8.3.3.7 Accounting Sources (used by approximately 2,500 employees)
- 8.3.3.7.1 Books/Treatises
- Accounting for Income Taxes
  - AICPA Technical Practice Aids, Guides, and Checklists
  - Financial Statement Preparation
  - Generally Accepted Accounting Principles (GAAP)
  - Generally Accepted Auditing Standards (GAAS)
  - Other Comprehensive Basis of Accounting (OCBOA) Reports
  - Securities and Exchange Commission (SEC) Reporting
  - Small Business Audits
  - The Auditor's Report
- 8.3.3.7.2 Journals/Magazines/Newsletters
- The Journal of Accountancy
- 8.3.3.7.3 Authoritative Literature
- Accounting Principles Board (APBs) opinions
  - Accounting Research Bulletins (ARBs)
  - AICPA Professional Standards
  - AICPA Statements of Position
  - FASB Emerging Issues Task Force (EITF) issues
  - FASB Interpretations
  - FASB Technical Bulletins
  - Financial Accounting Standards Board (FASB) Statements
  - NAIC – All Proceedings
- 8.3.3.8 International Sources (used by approximately 150 employees)
- 8.3.3.8.1 Books/Treatises
- Corporate Acquisitions and Mergers (International)
  - Foreign Tax Credits
  - International Tax Treaties

- U.S. International Taxation
- U.S. Transfer Pricing Guide
- Canadian Tax Guide
- Japanese Tax Guide
- Mexican Tax Guide
- UK Tax Guide

#### 8.3.3.8.2 Journals/Magazines/Newsletters

- Journal of International Taxation
- Insurance Tax Review Magazine
- Transfer Pricing Report
- Worldwide Tax Daily
- International Law Digest

### 8.3.3.9 Financial Sources (used by approximately 400 employees)

#### 8.3.3.9.1 Books/Treatises

- Taxation of Financial Institutions
- Taxations of Securities Transactions

### 8.3.3.10 Industry Sources (used by approximately 600 employees)

#### 8.3.3.10.1 Books/Treatises

- Banking
- Construction
- Natural Resources
- Manufacturing
- Mining
- Communications
- Financial Products
- Transportation
- Pharmaceutical
- Healthcare
- Retail
- Food
- Excise
- Trusts

### 8.3.3.11 Additional Legal Research Material (used by approximately 2,000 employees)

- Dockets
- First Amendment and Government Contract
- Legal Employment and Professional Responsibility
- Expert Reports
- Lawyers Manual on Professional Conduct / Reference and Current Reports

- District Court Case Pleadings and Motions
- State Trial Filings

#### 8.4 Mandatory Features

8.4.1 All Mandatory Features described in 7.4.

8.4.2 A Legal Citator which provides the history of all federal and state judicial and administrative interpretations. (While a tax citator is considered a valuable resource in conducting tax research, a tax citator alone will not meet the requirement to provide full legal sources.)

8.5 Highly Desirable Features – All Highly Desirable Features described in 7.5.

### 9.0 Managing and Supporting the Contract

9.1 The contractor shall submit an Implementation and Operation (I/O) plan for each of the following categories:

- Customer Service Support
- Training Support
- Marketing Support
- Enterprise ID Solution
- Contract Reviews and Reports

9.2 Each plan shall address how the contract requirements will be implemented, and will be evaluated as to how well it meets the requirements of this SOW.

#### 9.3 Customer Service Support

##### 9.3.1 Mandatory Requirements:

9.3.1.1 The Contractor shall provide standard support normally provided to commercial clients to assist in resolving technical problems. The contractor shall describe how it will provide instructions and guidance in the installation, configuration, and maintenance of any software for both the initial installation and for all software upgrades.

9.3.1.2 The contractor shall provide a description of customer service and technical support provided to ensure customer's issues are resolved.

9.3.1.3 It is mandatory that support be available 12 hours a day, Monday through Friday.

##### 9.3.2 Highly Desirable Requirement:

- 9.3.2.1 It is highly desirable that technical support be available via telephone 24 hours a day 7 days a week.

#### 9.4 Training Support

- 9.4.1 Overview - The IRS has moved to an E-learning strategy to complement the traditional classroom based approach. The Training Objective is to provide sufficient ongoing training to enable users to achieve a level of comfort that allows them to:

- Retrieve information using the word search feature
- Retrieve information by citation
- Navigate within the research system from one database to another
- Navigate within a retrieved document
- Download (print or save) desired information
- Effectively use a citator service (where relevant)
- Locate sources (locate the best database for the search)

- 9.4.1.1 The Training Plan will be evaluated as to how well it meets the Training Objective as stated herein. At a minimum, the plan shall include a description of:

- The contractor's standard commercial training package
- The training package designed for this award
- The support available to all end users
- Any other information demonstrating a commitment to train all end users (e.g. willingness to customize training to account for the needs of specific user groups)
- The types of training materials available to each end user
- The number of hours involved with respect to each method of training
- The contractor's schedule for updating training material whenever significant product changes are made

#### 9.4.2 Mandatory Requirements:

- 9.4.2.1 The contractor shall offer continuous, incremental training on a recurring basis at both the beginner and advanced levels. The contractor shall address how it plans to establish a recurring schedule of training classes with online registration.
- 9.4.2.2 Unavailable content and features will not be taught or displayed during IRS classes.
- 9.4.2.3 All requests for training or product demonstrations shall be coordinated with SPDER. Contractors are not permitted to schedule training events directly with IRS end users.
- 9.4.2.4 Quick reference cards/guides shall be provided for every end-user. It is mandatory that revised quick reference cards/guides be

provided to every user for any significant upgrade to contractor's research system.

9.4.2.5 It is mandatory for contractors to include E-learning options in their plan. Some examples of E-learning include but are not limited to:

- Web-based course delivery of tutorials
- Virtual classrooms delivered through web-conferencing
- Virtual classrooms delivered telephonically
- CD-ROM course delivery of tutorials
- Contractor provided options

9.4.2.6 It is mandatory that the contractor provides a comprehensive, interactive, customized electronic tutorial for the IRS within six months after the contract award date. The tutorial shall be maintained and updated to reflect any significant upgrade to the research system.

This tutorial is to cover subjects such as:

- Getting Started
- Retrieving A Document Via Citation
- Selecting A Source
- Searching Using Boolean And Proximity Connectors
- Searching Using Natural Language (where relevant)
- Other Types of Searching (table-of-contents, a clipping service, segment/field searching, date-restrictive searching, etc.)
- Validating An Authority Using A Citator (Where relevant)
- Delivery Options

9.4.2.6.1 IRS subject matter experts will assist the contractor in developing IRS specific training tutorials.

9.4.2.6.2 If a software plug-in is required, the contractor shall coordinate with the COTR to choose a plug-in on the approved list of Common Operating Environment software products.

9.4.2.6.3 If streaming video is contemplated for a web-based tutorial, the contractor shall coordinate with the COTR for approval.

## 9.5 Marketing Support

9.5.1 Overview -The IRS and Treasury often organize special events (conferences, continuing professional education (CPE) sessions, national or regional meetings). Contractors may be invited by the SPDER office or by the hosting IRS organization to attend these events as exhibitors, presenters or as participants. Contractors shall coordinate attendance at all such activities with the SPDER office.

## 9.5.2 Mandatory Requirements:

- 9.5.2.1 The contractor shall submit a "Marketing Plan" outlining the type of activities the contractor intends to support, sponsor or promote. At a minimum, the plan shall include a description of:
- The types of events the contractor is willing to attend/not attend
  - The geographic locations the contractor is willing to attend/not attend
  - The types of material the contractor is willing to provide for these special events, and
  - The lead time required for attendance at special events
- 9.5.2.2 IRS has centralized the selection and purchase of electronic research services under SPDER. All requests for new content and all requests to demonstrate products shall be coordinated with SPDER. Contractors are not permitted to directly market new services to the end users.
- 9.5.2.3 Press releases referencing contracts with IRS require approval by IRS in advance of release.
- 9.5.2.4 No direct E-Mails are to be sent to users without approval by SPDER.

## 9.5.3 Highly Desirable Requirements:

- 9.5.3.1 It is highly desirable that periodic electronic and print newsletters with tips for searching and using the system be offered.

## 9.6 Enterprise Access Solution

- 9.6.1 Overview -The IRS seeks flexibility in providing access to the contractor's system. It is mandatory that the contractor propose an enterprise solution for managing user access that will be available no later than 90 days after contract award date. IRS will work with the contractor in developing any automated solution.

## 9.6.2 Mandatory Features

- 9.6.2.1 It is mandatory that the contractor provide IRS with the ability to create a report listing all users of the system, which includes all field information that has been captured for each user.
- 9.6.2.2 At a minimum, the following fields are considered mandatory elements of any automated solution:
- Name
  - E-mail addresses
  - IRS or Treasury Departmental Office Division/Function

## 9.6.3 Highly Desirable Features

- 9.6.3.1 If IDs must be generated, it is highly desirable that the proposed enterprise solution allows the IRS to automate the issuance of ID's in-house.
  - 9.6.3.2 It is highly desirable that the proposed enterprise solution allows the ability to search by any provided field or fields, the ability to remove access for a user, and the ability to edit information input into any automated system.
  - 9.6.3.3 It is highly desirable that the proposed enterprise solution allows a cadre of IRS administrators (approximately 20) to access any automated system proposed to generate and manage access.
  - 9.6.3.4 It is highly desirable that the proposed enterprise solution allows ID Administrators to download/export reports of its own users to a spreadsheet for internal use.
  - 9.6.3.5 It is highly desirable that changes to the enterprise access solution be implemented at no additional cost to the government. (For example, changes to the IRS Organizational structure may require changes to the tool.)
  - 9.6.3.6 If IDs must be generated, it is highly desirable that the tool allows for batch uploads of large quantities of ID requests (such as for new hires).
  - 9.6.3.7 It is highly desirable that the system automatically cancel access for any user after one year of non-usage.
- 9.7 Contract Reviews and Reports
- 9.7.1 Mandatory Requirements:
    - 9.7.1.1 IRS will meet with contractors for a quarterly contract review. Mutually agreeable meeting dates will be arranged to accommodate the needs of both the contractor and the IRS.
    - 9.7.1.2 It is mandatory that the statistical reports described below be provided electronically to the IRS three (3) business days before the quarterly meeting:
  - 9.7.2 Mandatory Reports:
    - 9.7.2.1 "Searches" reported in the Quarterly Reports shall include all methods of access or data retrieval including, but not limited to, key word searching, table of contents searching, document retrieval etc.
    - 9.7.2.2 Quarterly Statistical information shall be provided by each IRS division and Treasury Departmental Office on:
      - Monthly usage

- Specific Quarterly Reports (By Award Group):
- Total Number of Searches
- Total Number of Searches
- Total Number ID's Used
- Total Number ID's Used
- Ten Most Popular Databases
- Ten Most Popular Databases

9.7.2.3 Biannual reports of unique ID's not used in a 6 consecutive month period for each operating division and function.

9.7.3 Highly Desirable Requirement:

9.7.3.1 Changes to the reports may be requested. It is highly desirable that the changes be implemented without incurring additional costs.

## **SECTION II – CONTRACT LINE ITEM PRICES**

Contract line item prices will be proposed in the MS Excel Spreadsheet format provided. Depending on the contract line items that an offeror decides to propose on, the contract line item number (CLIN) structure and the proposed prices will be added to the resulting contract.



**CLIN Structure: PORTABLE CD ROM TAX SERVICE**

<b>Digit Position</b>	<b>Value</b>
<b>1</b>	Contract Year (0-4) Portable CD ROM Tax Service = 1; Tax Research Service = 2; Comprehensive Research
<b>2</b>	Services = 3
<b>3 &amp; 4</b>	2 digit Identifier for level of access purchased

**Portable CD ROM Tax Service**

<b>CLIN</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Price</b>
0101	Base Period - Portable CD ROM Tax Service - up to 10000 Users	LO	\$
0102	Base Period - Portable CD ROM Tax Service - up to 15000 Users	LO	\$
0103	Base Period - Portable CD ROM Tax Service - up to 20000 Users	LO	\$
0104	Base Period - Portable CD ROM Tax Service - up to 25000 Users	LO	\$
0105	Base Period - Portable CD ROM Tax Service - Unlimited Access	LO	\$
0106	Base Period - Portable CD ROM Tax Service - Each user over 10000	EA	\$
0107	Base Period - Portable CD ROM Tax Service - Each user over 15000	EA	\$
0108	Base Period - Portable CD ROM Tax Service - Each user over 20000	EA	\$
0109	Base Period - Portable CD ROM Tax Service - Each user over 25000	EA	\$
1101	First Option Period - Portable CD ROM Tax Service - up to 10000 Users	LO	\$
1102	First Option Period - Portable CD ROM Tax Service - up to 15000 Users	LO	\$
1103	First Option Period - Portable CD ROM Tax Service - up to 20000 Users	LO	\$
1104	First Option Period - Portable CD ROM Tax Service - up to 25000 Users	LO	\$
1105	First Option Period - Portable CD ROM Tax Service - Unlimited Access	LO	\$
1106	First Option Period - Portable CD ROM Tax Service - Each user over 10000	EA	\$
1107	First Option Period - Portable CD ROM Tax Service - Each user over 15000	EA	\$
1108	First Option Period - Portable CD ROM Tax Service - Each user over 20000	EA	\$
1109	First Option Period - Portable CD ROM Tax Service - Each user over 25000	EA	\$
2101	Second Option Period - Portable CD ROM Tax Service - up to 10000 Users	LO	\$
2102	Second Option Period - Portable CD ROM Tax Service - up to 15000 Users	LO	\$
2103	Second Option Period - Portable CD ROM Tax Service - up to 20000 Users	LO	\$
2104	Second Option Period - Portable CD ROM Tax Service - up to 25000 Users	LO	\$
2105	Second Option Period - Portable CD ROM Tax Service - Unlimited Access	LO	\$
2106	Second Option Period - Portable CD ROM Tax Service - Each user over 10000	EA	\$
2107	Second Option Period - Portable CD ROM Tax Service - Each user over 15000	EA	\$
2108	Second Option Period - Portable CD ROM Tax Service - Each user over 20000	EA	\$
2109	Second Option Period - Portable CD ROM Tax Service - Each user over 25000	EA	\$
3101	Third Option Period - Portable CD ROM Tax Service - up to 10000 Users	LO	\$
3102	Third Option Period - Portable CD ROM Tax Service - up to 15000 Users	LO	\$
3103	Third Option Period - Portable CD ROM Tax Service - up to 20000 Users	LO	\$
3104	Third Option Period - Portable CD ROM Tax Service - up to 25000 Users	LO	\$
3105	Third Option Period - Portable CD ROM Tax Service - Unlimited Access	LO	\$
3106	Third Option Period - Portable CD ROM Tax Service - Each user over 10000	EA	\$

3107	Third Option Period - Portable CD ROM Tax Service - Each user over 15000	EA	\$
3108	Third Option Period - Portable CD ROM Tax Service - Each user over 20000	EA	\$
3109	Third Option Period - Portable CD ROM Tax Service - Each user over 25000	EA	\$
4101	Fourth Option Period - Portable CD ROM Tax Service - up to 10000 Users	LO	\$
4102	Fourth Option Period - Portable CD ROM Tax Service - up to 15000 Users	LO	\$
4103	Fourth Option Period - Portable CD ROM Tax Service - up to 20000 Users	LO	\$
4104	Fourth Option Period - Portable CD ROM Tax Service - up to 25000 Users	LO	\$
4105	Fourth Option Period - Portable CD ROM Tax Service - Unlimited Access	LO	\$
4106	Fourth Option Period - Portable CD ROM Tax Service - Each user over 10000	EA	\$
4107	Fourth Option Period - Portable CD ROM Tax Service - Each user over 15000	EA	\$
4108	Fourth Option Period - Portable CD ROM Tax Service - Each user over 20000	EA	\$
4109	Fourth Option Period - Portable CD ROM Tax Service - Each user over 25000	EA	\$

**CLIN Structure: TAX RESEARCH SERVICES**

Digit Position	Value
1	Contract Year (0-4)
2	Portable CD ROM Tax Service = 1; Tax Research Service = 2; Comprehensive Research Services = 3
3 & 4	2 digit Identifier for level of access purchased

**Tax Research Service**

CLIN	Description	Unit of Issue	Price
0201	Base Period - Tax Research Service - up to 10000 Users	LO	\$
0202	Base Period - Tax Research Service - up to 15000 Users	LO	\$
0203	Base Period - Tax Research Service - up to 20000 Users	LO	\$
0204	Base Period - Tax Research Service - up to 25000 Users	LO	\$
0205	Base Period - Tax Research Service - up to 30000 Users	LO	\$
0206	Base Period - Tax Research Service - up to 35000 Users	LO	\$
0207	Base Period - Tax Research Service - Unlimited Access	LO	\$
0208	Base Period - Tax Research Service - Each user over 10000	EA	\$
0209	Base Period - Tax Research Service - Each user over 15000	EA	\$
0210	Base Period - Tax Research Service - Each user over 20000	EA	\$
0211	Base Period - Tax Research Service - Each user over 25000	EA	\$
0212	Base Period - Tax Research Service - Each user over 30000	EA	\$
0213	Base Period - Tax Research Service - Each user over 35000	EA	\$
1201	First Option Period - Tax Research Service - up to 10000 Users	LO	\$
1202	First Option Period - Tax Research Service - up to 15000 Users	LO	\$
1203	First Option Period - Tax Research Service - up to 20000 Users	LO	\$
1204	First Option Period - Tax Research Service - up to 25000 Users	LO	\$
1205	First Option Period - Tax Research Service - up to 30000 Users	LO	\$
1206	First Option Period - Tax Research Service - up to 35000 Users	LO	\$
1207	First Option Period - Tax Research Service - Unlimited Access	LO	\$
1208	First Option Period - Tax Research Service - Each user over 10000	EA	\$
1209	First Option Period - Tax Research Service - Each user over 15000	EA	\$
1210	First Option Period - Tax Research Service - Each user over 20000	EA	\$
1211	First Option Period - Tax Research Service - Each user over 25000	EA	\$

1212	First Option Period - Tax Research Service - Each user over 30000	EA	\$
1213	First Option Period - Tax Research Service - Each user over 35000	EA	\$
2201	Second Option Period - Tax Research Service - up to 10000 Users	LO	\$
2202	Second Option Period - Tax Research Service - up to 15000 Users	LO	\$
2203	Second Option Period - Tax Research Service - up to 20000 Users	LO	\$
2204	Second Option Period - Tax Research Service - up to 25000 Users	LO	\$
2205	Second Option Period - Tax Research Service - up to 30000 Users	LO	\$
2206	Second Option Period - Tax Research Service - up to 35000 Users	LO	\$
2207	Second Option Period - Tax Research Service - Unlimited Access	LO	\$
2208	Second Option Period - Tax Research Service - Each user over 10000	EA	\$
2209	Second Option Period - Tax Research Service - Each user over 15000	EA	\$
2210	Second Option Period - Tax Research Service - Each user over 20000	EA	\$
2211	Second Option Period - Tax Research Service - Each user over 25000	EA	\$
2212	Second Option Period - Tax Research Service - Each user over 30000	EA	\$
2213	Second Option Period - Tax Research Service - Each user over 35000	EA	\$
3201	Third Option Period - Tax Research Service - up to 10000 Users	LO	\$
3202	Third Option Period - Tax Research Service - up to 15000 Users	LO	\$
3203	Third Option Period - Tax Research Service - up to 20000 Users	LO	\$
3204	Third Option Period - Tax Research Service - up to 25000 Users	LO	\$
3205	Third Option Period - Tax Research Service - up to 30000 Users	LO	\$
3206	Third Option Period - Tax Research Service - up to 35000 Users	LO	\$
3207	Third Option Period - Tax Research Service - Unlimited Access	LO	\$
3208	Third Option Period - Tax Research Service - Each user over 10000	EA	\$
3209	Third Option Period - Tax Research Service - Each user over 15000	EA	\$
3210	Third Option Period - Tax Research Service - Each user over 20000	EA	\$
3211	Third Option Period - Tax Research Service - Each user over 25000	EA	\$
3212	Third Option Period - Tax Research Service - Each user over 30000	EA	\$
3213	Third Option Period - Tax Research Service - Each user over 35000	EA	\$
4201	Fourth Option Period - Tax Research Service - up to 10000 Users	LO	\$
4202	Fourth Option Period - Tax Research Service - up to 15000 Users	LO	\$
4203	Fourth Option Period - Tax Research Service - up to 20000 Users	LO	\$
4204	Fourth Option Period - Tax Research Service - up to 25000 Users	LO	\$
4205	Fourth Option Period - Tax Research Service - up to 30000 Users	LO	\$
4206	Fourth Option Period - Tax Research Service - up to 35000 Users	LO	\$
4207	Fourth Option Period - Tax Research Service - Unlimited Access	LO	\$
4208	Fourth Option Period - Tax Research Service - Each user over 10000	EA	\$
4209	Fourth Option Period - Tax Research Service - Each user over 15000	EA	\$
4210	Fourth Option Period - Tax Research Service - Each user over 20000	EA	\$
4211	Fourth Option Period - Tax Research Service - Each user over 25000	EA	\$
4212	Fourth Option Period - Tax Research Service - Each user over 30000	EA	\$
4213	Fourth Option Period - Tax Research Service - Each user over 35000	EA	\$

Digit Position	Value
1	Contract Year (0-4) Portable CD ROM Tax Service = 1; Tax Research Service = 2; Comprehensive Research Services = 3
2	
3 & 4	2 digit Identifier for level of access purchased

**Comprehensive Research Services**

CLIN	Description	Unit of Issue	Price
0301	Base Period - Comprehensive Research Services - up to 10000 Users	LO	\$
0302	Base Period - Comprehensive Research Services - up to 15000 Users	LO	\$
0303	Base Period - Comprehensive Research Services - up to 20000 Users	LO	\$
0304	Base Period - Comprehensive Research Services - up to 25000 Users	LO	\$
0305	Base Period - Comprehensive Research Services - up to 30000 Users	LO	\$
0306	Base Period - Comprehensive Research Services - up to 35000 Users	LO	\$
0307	Base Period - Comprehensive Research Services - Unlimited Access	LO	\$
0308	Base Period - Comprehensive Research Services - Each user over 10000	EA	\$
0309	Base Period - Comprehensive Research Services - Each user over 15000	EA	\$
0310	Base Period - Comprehensive Research Services - Each user over 20000	EA	\$
0311	Base Period - Comprehensive Research Services - Each user over 25000	EA	\$
0312	Base Period - Comprehensive Research Services - Each user over 30000	EA	\$
0313	Base Period - Comprehensive Research Services - Each user over 35000	EA	\$
0314	Base Period - TREASURY - Comprehensive Research Services – up to 500 Users	LO	\$
0315	Base Period - TREASURY - Comprehensive Research Services – up to 600 Users	LO	\$
0316	Base Period - TREASURY - Comprehensive Research Services – up to 700 Users	LO	\$
0317	Base Period - TREASURY - Comprehensive Research Services – up to 800 Users	LO	\$
0318	Base Period - TREASURY - Comprehensive Research Services – up to 900 Users	LO	\$
0319	Base Period - TREASURY - Comprehensive Research Services – up to 1000 Users	LO	\$
0320	Base Period - TREASURY - Comprehensive Research Services - Unlimited Access	LO	\$
0321	Base Period - TREASURY - Comprehensive Research Services – Each user over 500	EA	\$
0322	Base Period - TREASURY - Comprehensive Research Services – Each user over 600	EA	\$
0323	Base Period - TREASURY - Comprehensive Research Services – Each user over 700	EA	\$
0324	Base Period - TREASURY - Comprehensive Research Services – Each user over 800	EA	\$
0325	Base Period - TREASURY - Comprehensive Research Services – Each user over 900	EA	\$
0326	Base Period - TREASURY - Comprehensive Research Services – Each user over 1000	EA	\$
1301	First Option Period - Comprehensive Research Services – up to 10000 Users	LO	\$
1302	First Option Period - Comprehensive Research Services –	LO	\$

	up to 15000 Users		
1303	First Option Period - Comprehensive Research Services – up to 20000 Users	LO	\$
1304	First Option Period - Comprehensive Research Services – up to 25000 Users	LO	\$
1305	First Option Period - Comprehensive Research Services – up to 30000 Users	LO	\$
1306	First Option Period - Comprehensive Research Services – up to 35000 Users	LO	\$
1307	First Option Period - Comprehensive Research Services – Unlimited Access	LO	\$
1308	First Option Period - Comprehensive Research Services – Each user over 10000	EA	\$
1309	First Option Period - Comprehensive Research Services – Each user over 15000	EA	\$
1310	First Option Period - Comprehensive Research Services – Each user over 20000	EA	\$
1311	First Option Period - Comprehensive Research Services – Each user over 25000	EA	\$
1312	First Option Period - Comprehensive Research Services – Each user over 30000	EA	\$
1313	First Option Period - Comprehensive Research Services – Each user over 35000	EA	\$
1314	First Option Period - TREASURY - Comprehensive Research Services - up to 500 Users	LO	\$
1315	First Option Period - TREASURY - Comprehensive Research Services - up to 600 Users	LO	\$
1316	First Option Period - TREASURY - Comprehensive Research Services - up to 700 Users	LO	\$
1317	First Option Period - TREASURY - Comprehensive Research Services - up to 800 Users	LO	\$
1318	First Option Period - TREASURY - Comprehensive Research Services - up to 900 Users	LO	\$
1319	First Option Period - TREASURY - Comprehensive Research Services - up to 1000 Users	LO	\$
1320	First Option Period - TREASURY - Comprehensive Research Services - Unlimited Access	LO	\$
1321	First Option Period - TREASURY - Comprehensive Research Services - Each user over 500	EA	\$
1322	First Option Period - TREASURY - Comprehensive Research Services - Each user over 600	EA	\$
1323	First Option Period - TREASURY - Comprehensive Research Services - Each user over 700	EA	\$
1324	First Option Period - TREASURY - Comprehensive Research Services - Each user over 800	EA	\$
1325	First Option Period - TREASURY - Comprehensive Research Services - Each user over 900	EA	\$
1326	First Option Period - TREASURY - Comprehensive Research Services - Each user over 1000	EA	\$
2301	Second Option Period - Comprehensive Research Services – up to 10000 Users	LO	\$
2302	Second Option Period - Comprehensive Research Services – up to 15000 Users	LO	\$

2303	Second Option Period - Comprehensive Research Services – up to 20000 Users	LO	\$
2304	Second Option Period - Comprehensive Research Services – up to 25000 Users	LO	\$
2305	Second Option Period - Comprehensive Research Services – up to 30000 Users	LO	\$
2306	Second Option Period - Comprehensive Research Services – up to 35000 Users	LO	\$
2307	Second Option Period - Comprehensive Research Services – Unlimited Access	LO	\$
2308	Second Option Period - Comprehensive Research Services – Each user over 10000	EA	\$
2309	Second Option Period - Comprehensive Research Services – Each user over 15000	EA	\$
2310	Second Option Period - Comprehensive Research Services – Each user over 20000	EA	\$
2311	Second Option Period - Comprehensive Research Services – Each user over 25000	EA	\$
2312	Second Option Period - Comprehensive Research Services – Each user over 30000	EA	\$
2313	Second Option Period - Comprehensive Research Services – Each user over 35000	EA	\$
2314	Second Option Period - TREASURY - Comprehensive Research Services - up to 500 Users	LO	\$
2315	Second Option Period - TREASURY - Comprehensive Research Services - up to 600 Users	LO	\$
2316	Second Option Period - TREASURY - Comprehensive Research Services - up to 700 Users	LO	\$
2317	Second Option Period - TREASURY - Comprehensive Research Services - up to 800 Users	LO	\$
2318	Second Option Period - TREASURY - Comprehensive Research Services - up to 900 Users	LO	\$
2319	Second Option Period - TREASURY - Comprehensive Research Services - up to 1000 Users	LO	\$
2320	Second Option Period - TREASURY - Comprehensive Research Services - Unlimited Access	LO	\$
2321	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 500	EA	\$
2322	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 600	EA	\$
2323	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 700	EA	\$
2324	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 800	EA	\$
2325	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 900	EA	\$
2326	Second Option Period - TREASURY - Comprehensive Research Services - Each user over 1000	EA	\$
3301	Third Option Period - Comprehensive Research Services – up to 10000 Users	LO	\$
3302	Third Option Period - Comprehensive Research Services – up to 15000 Users	LO	\$
3303	Third Option Period - Comprehensive Research Services – up to 20000 Users	LO	\$

3304	Third Option Period - Comprehensive Research Services – up to 25000 Users	LO	\$
3305	Third Option Period - Comprehensive Research Services – up to 30000 Users	LO	\$
3306	Third Option Period - Comprehensive Research Services – up to 35000 Users	LO	\$
3307	Third Option Period - Comprehensive Research Services – Unlimited Access	LO	\$
3308	Third Option Period - Comprehensive Research Services – Each user over 10000	EA	\$
3309	Third Option Period - Comprehensive Research Services – Each user over 15000	EA	\$
3310	Third Option Period - Comprehensive Research Services – Each user over 20000	EA	\$
3311	Third Option Period - Comprehensive Research Services – Each user over 25000	EA	\$
3312	Third Option Period - Comprehensive Research Services – Each user over 30000	EA	\$
3313	Third Option Period - Comprehensive Research Services – Each user over 35000	EA	\$
3314	Third Option Period - TREASURY - Comprehensive Research Services - up to 500 Users	LO	\$
3315	Third Option Period - TREASURY - Comprehensive Research Services - up to 600 Users	LO	\$
3316	Third Option Period - TREASURY - Comprehensive Research Services - up to 700 Users	LO	\$
3317	Third Option Period - TREASURY - Comprehensive Research Services - up to 800 Users	LO	\$
3318	Third Option Period - TREASURY - Comprehensive Research Services - up to 900 Users	LO	\$
3319	Third Option Period - TREASURY - Comprehensive Research Services - up to 1000 Users	LO	\$
3320	Third Option Period - TREASURY - Comprehensive Research Services - Unlimited Access	LO	\$
3321	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 500	EA	\$
3322	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 600	EA	\$
3323	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 700	EA	\$
3324	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 800	EA	\$
3325	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 900	EA	\$
3326	Third Option Period - TREASURY - Comprehensive Research Services - Each user over 1000	EA	\$
4301	Fourth Option Period - Comprehensive Research Services – up to 10000 Users	LO	\$
4302	Fourth Option Period - Comprehensive Research Services – up to 15000 Users	LO	\$
4303	Fourth Option Period - Comprehensive Research Services – up to 20000 Users	LO	\$
4304	Fourth Option Period - Comprehensive Research Services – up to 25000 Users	LO	\$

4305	Fourth Option Period - Comprehensive Research Services – up to 30000 Users	LO	\$
4306	Fourth Option Period - Comprehensive Research Services – up to 35000 Users	LO	\$
4307	Fourth Option Period - Comprehensive Research Services – Unlimited Access	LO	\$
4308	Fourth Option Period - Comprehensive Research Services – Each user over 10000	EA	\$
4309	Fourth Option Period - Comprehensive Research Services – Each user over 15000	EA	\$
4310	Fourth Option Period - Comprehensive Research Services – Each user over 20000	EA	\$
4311	Fourth Option Period - Comprehensive Research Services – Each user over 25000	EA	\$
4312	Fourth Option Period - Comprehensive Research Services – Each user over 30000	EA	\$
4313	Fourth Option Period - Comprehensive Research Services – Each user over 35000	EA	\$
4314	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 500 Users	LO	\$
4315	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 600 Users	LO	\$
4316	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 700 Users	LO	\$
4317	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 800 Users	LO	\$
4318	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 900 Users	LO	\$
4319	Fourth Option Period - TREASURY - Comprehensive Research Services - up to 1000 Users	LO	\$
4320	Fourth Option Period - TREASURY - Comprehensive Research Services - Unlimited Access	LO	\$
4321	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 500	EA	\$
4322	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 600	EA	\$
4323	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 700	EA	\$
4324	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 800	EA	\$
4325	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 900	EA	\$
4326	Fourth Option Period - TREASURY - Comprehensive Research Services - Each user over 1000	EA	\$



### **SECTION III- CONTRACT CLAUSES**

#### **1.0 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (Feb 2007)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of

any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor

is reasonably notified of such claims and proceedings.

(i) Payment.-

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any

contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**2.0 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2007)**

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

X (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program \_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program \_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

\_\_\_ (17) 52.222-19, Child Labor \_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_\_ (28) 52.225-1, Buy American Act\_Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (29)(i) 52.225-3, Buy American Act\_Free Trade Agreements\_Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).



\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (36) 52.232-33, Payment by Electronic Funds Transfer \_ Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer \_ Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor\_s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)),

in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **3.0 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a fixed- priced IDIQ contract resulting from this solicitation.

(End of provision)

### **4.0 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1/1/2009 through 12/31/2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## **5.0 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-- (1) Any order for a single item in excess of \$40,000,000.00; (2) Any order for a combination of items in excess of \$40,000,000.00; or (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section. (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## **6.0 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2014.

(End of clause)

**7.0 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

**8.0 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

As prescribed in 17.208(c), insert a provision substantially the same as the following:

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**9.0 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

**10.0 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**11.0 CONTRACT TERM**

The term of this contract, including the exercise of all option years is 5 years. The base year and each subsequent option year consist of a 12 month period of performance which will commence from January 1, 2009 and extend through December 31, 2014, if all option years are exercised.

**12.0 CONTRACTING OFFICER**

The Contracting Officer (CO) designated for administration of this contract(s) is **Barbara Czerw**. The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

### **13.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY (APR 2004) (DTAR 1052.201-70)**

- (a) The contracting officer's technical representative is: **Lillian Roth**.
- (b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- (c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
  - (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
  - (2) constitutes a change as defined in the clause entitled "Changes";
  - (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) interferes with the contractor's right to perform under the terms and conditions of the contract;
  - (6) directs, supervises or otherwise controls the actions of the contractor's employees.
- (d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.
- (e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.
- (f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

### **14.0 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Barbara Czerw  
Internal Revenue Service  
Office of Procurement, OS:A:P:B:B  
6009 Oxon Hill Road,  
Oxon Hill, MD 20745.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## **15.0 IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)**

### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### **b. Electronic Access to Contractor Performance Evaluations**

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

(End of Clause)

## **16.0 IR1052-96-070 NEWS RELEASES**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without such consent first being so obtained, the Government shall consider institution of all remedies available under the provisions of this contract.

[End of Clause]

## **17.0 IR1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (Jun 2005)**

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

[End of Clause]

## **18.0 DISCLOSURE OF INFORMATION**

### **(a) IRSAP 1052.224-9000(a) DISCLOSURE OF INFORMATION-SAFEGUARDS (JAN 1998)**

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(a) All work shall be performed under the supervision of the contractor or the “contractor’s responsible employees.

(b) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspections(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-6, Alternate IV), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

**(b) IRSAP 1052-224-9002 DISCLOSURE OF INFORMATION-INSPECTION (DEC 1988)**

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the Contractor is found to be noncompliant with contract safeguards.

**(c) RESTRICTION AGAINST DISCLOSURE**

The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the possession of the Contractor, to those employees needing such information to perform the Statement of Work, i.e., on a "need to know" basis, and agrees to immediately notify the COTR, in writing, in the event that it is determined or there is reason to suspect a breach of this requirement.

**19.0 1052.239-9002 YEAR 2000 WARRANTY -- COMMERCIAL SUPPLY PRODUCTS (JUL 1997)**

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to



the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within the time period consistent with this contract's Inspection clause(s). Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

[End of clause]

**20.0 1052.239-9008 SECTION 508 - INFORMATION, DOCUMENTATION, AND SUPPORT (Sep 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic and information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, as amended, and the EIT accessibility standards established by the Architectural and Transportation Barriers Compliance Board (Access Board).

At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment 1. The Contractor shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

[End of clause]

**SECTION IV – SOLICITATION ATTACHMENTS**

## **Attachment 1- Subcontracting Plan Outline**

### **Department of the Treasury Small, HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, & Service Disabled Veteran-Owned Small Business Concerns Subcontracting Plan Outline**

*The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If you need assistance to locate small business sources, contact the Director, Office of Small Business Development at (202) 622-0530 or the bureau Small Business Specialist, Ms. Jodie Paustian, Internal Revenue Service, at (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41 % for small business, 3 % for HUBZone Small Business, 5 % for Small Disadvantaged Business (SDB), 5 % for Women-Owned Small Business (WOSB), and 3 % for Service Disabled Veteran-Owned Small Business (SDVOSB) for fiscal year 2008. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the above goals, at a minimum. Although there is no statutory goal for Veteran-Owned Small Business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's best effort to provide the maximum practicable opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.*

#### **Identification Data:**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 Item/Service: \_\_\_\_\_  
 Place of Performance: \_\_\_\_\_

#### **1. TYPE OF PLAN: (Check only one).**

- \_\_\_\_\_ INDIVIDUAL PLAN: *In this type of plan, all elements are developed specifically for this contract and are applicable for the full term of this contract.*
- \_\_\_\_\_ MASTER PLAN: *In this type of plan, goals are separately developed for this contract in an individual plan; all other elements are standard. The master plan must be approved once every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*
- \_\_\_\_\_ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for non-government purposes. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, and must submit an annual Summary Subcontracting Report (SSR) in the electronic Subcontracting Reporting System (eSRS) to Treasury with a breakout of subcontracting prorated for Treasury (with a further bureau breakout, if possible).*

#### **2. GOALS:**

*FAR 19.704(a)(1) requires dollar and percentage goals for using small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal). Express all dollar goals as a percentage of total planned subcontracting dollars. Zero percentage/dollar goals are NOT ACCEPTABLE and will not be approved.*

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

<b>Estimated Dollar Value of All Planned Subcontracting</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include HUBZone Small, Small Disadvantaged, Women-owned Small Business, Veteran-owned Small Business and Service Disabled Veteran-Owned Small Business)

\*(This figure includes the amount in C., D., E., F., and G. below.)

<b>Subcontracting to Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

<b>Subcontracting to HUBZone Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns is:

<b>Subcontracting to Small Disadvantaged Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

<b>Subcontracting to Women-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business concerns is:

<b>Subcontracting to Veteran-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to service disabled veteran-owned small business concerns is:

<b>Subcontracting to Service Disabled Veteran-Owned Small Business Concerns</b>				
<b>Base</b>	<b>1<sup>st</sup> Option</b>	<b>2<sup>nd</sup> Option</b>	<b>3<sup>rd</sup> Option</b>	<b>4<sup>th</sup> Option</b>
\$	\$	\$	\$	\$
%	%	%	%	%

H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure are:  
(Check all that apply).

<b>Business Category or Size</b>									<b>Company Name (If Known)</b>
<b>Supply/ Service</b>	<b>Dollar Amount</b>	<b>Large</b>	<b>Small Bus.</b>	<b>HUBZ Small</b>	<b>SDB</b>	<b>WOSB</b>	<b>VOSB</b>	<b>SDVOS B</b>	

(Attach additional sheets if necessary.)

I1. Explain the methods used to develop the subcontracting goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.


12. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns were determined.


13. How the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns were determined.


14. Identify all source lists used in the determination process.


J. Indirect and overhead costs \_\_\_ HAVE BEEN or \_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.


### 3. PROGRAM ADMINISTRATOR:

*FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, fax number, e:mail address, and position within the corporate structure and the duties of that employee.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

*Duties:* The Program Administrator's general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities. Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company.)

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

\_\_\_\_ YES                      \_\_\_\_ NO

B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.

\_\_\_\_ YES                      \_\_\_\_ NO

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

\_\_\_\_ YES                      \_\_\_\_ NO

D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

\_\_\_\_ YES                      \_\_\_\_ NO

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

\_\_\_\_ YES                      \_\_\_\_ NO

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.

\_\_\_\_ YES                      \_\_\_\_ NO

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.

\_\_\_\_ YES                      \_\_\_\_ NO

H. Overseeing the establishment and maintenance of contract and subcontract award records.

\_\_\_\_ YES                      \_\_\_\_ NO

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

\_\_\_\_ YES                      \_\_\_\_ NO

J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company

\_\_\_\_ YES                      \_\_\_\_ NO

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

☐ YES ☐ NO

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.

☐ YES ☐ NO

M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.

☐ YES ☐ NO

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

☐ YES ☐ NO

O. Preparing and submitting timely reports.

☐ YES ☐ NO

P. Coordinating the company's activities during compliance reviews by Federal agencies.

☐ YES ☐ NO

#### 4. EQUITABLE OPPORTUNITY

*FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities: (Check all that apply.)*

A. Outreach efforts to obtain sources:

- ☐ Contacting minority and small business trade associations
- ☐ Contacting business development organizations
- ☐ Finding sources from the Dynamic Small Business Search of the Central Contractor Registration (CCR) System at <http://www.ccr.gov>
- ☐ Attending small, HUBZone, minority, women-owned, veteran-owned, & service disabled veteran-owned small business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

- ☐ Presenting workshops, seminars and training programs
- ☐ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
- ☐ Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)


#### 5. CLAUSE INCLUSION AND FLOWDOWN

*FAR 19.704(a)(9) requires that your company provide assurances that it will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. FAR 52.219-9(d)(9) also requires that your company agrees in this plan that it will require all subcontractors, except small business concerns, that receive subcontracts in excess*

of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."

[Insert company name] agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including the Individual Subcontracting Report and the Summary Subcontracting Report submitted through the electronic Subcontracting Reporting System (eSRS).

## 6. REPORTING AND COOPERATION

FAR 19.704(a)(10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Report and Summary Subcontracting Report through the electronic Subcontracting Reporting System (eSRS); and (4) ensure that subcontractors agree to submit the Individual Subcontracting Report and the Summary Subcontracting Report through the electronic Subcontracting Reporting System (eSRS). The cognizant Contracting Officer of the Treasury bureau awarding the contract must approve the reports through the eSRS system. The reports must be submitted electronically through the eSRS system within 30 days after the close of each calendar period. That is:

Calendar Period	Report Due	Date Due	Send Report Through the Electronic Subcontracting Reporting System (eSRS) to:
10/01–03/31	Individual Subcontracting Report (old SF 294)	04/30	Contracting Officer/Bureau Small Business Specialist
04/01–09/30	Individual Subcontracting Report (old SF 294)	10/30	Contracting Officer/Bureau Small Business Specialist
10/01–09/30	Summary Subcontracting Report (old SF 295*)	10/30	Contracting Officer/Bureau Small Business Specialist/Department of the Treasury Office of Small Business Development

\*Summary Subcontracting Report **must** also be submitted to SBA's Commercial Market Representative

Contracting Officer's Address is: Internal Revenue Service, Attn: Barbara Czerw 6009 Oxon Hill Road, OS:A:P:B:B:B Oxon Hill, MD 20745	Bureau Small Business Specialist address is: Internal Revenue Service, Attn: Jodie Paustian, 6009 Oxon Hill Road, OS:A:P:P, Oxon Hill, MD 20745	Department of the Treasury Office of Small Business Development address is: Department of the Treasury, Attn: Director, Office of Small Business Development, 1500 Pennsylvania Avenue, NW, Mail Code 655 15 <sup>th</sup> /6099, Washington, DC 20220
---	--	---

## 7. RECORDKEEPING

FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained.) These records include, but are not limited to, the following:

A. Small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.



\_\_\_\_ YES                      \_\_\_\_ NO

B. Organizations contacted for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business sources.

\_\_\_\_ YES                      \_\_\_\_ NO

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation:

C1. Whether small business concerns were solicited, and if not, why not.

C2. Whether HUBZone small business concerns were solicited, and if not, why not.

C3. Whether small disadvantaged business concerns were solicited, and if not, why not.

C4. Whether women-owned small business concerns were solicited, and if not, why not.

C5. Whether veteran-owned small business concerns were solicited, and if not, why not

C6. Whether service disabled veteran-owned small business concerns were solicited, and if not, why not

C7. Reasons for the failure of solicited small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.

\_\_\_\_ YES                      \_\_\_\_ NO

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, HUBZone small, minority, women-owned small, veteran-owned small, and service disabled veteran-owned small business procurement conference and trade fairs.

\_\_\_\_ YES                      \_\_\_\_ NO

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

\_\_\_\_ YES                      \_\_\_\_ NO

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans).

\_\_\_\_ YES                      \_\_\_\_ NO

G. Other records to support your compliance with the subcontracting plan: (Please describe)


## 8. TIMELY PAYMENTS TO SUBCONTRACTORS

*FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.*

\_\_\_\_\_*[Insert company name]* has established and uses such procedures:


**9. DESCRIPTION OF GOOD FAITH EFFORT**

*Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that the contractor must pay liquidated damages. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take**. These steps will be negotiated with the contracting officer prior to approval of the plan.*

*The offeror is advised that this subcontracting plan will be made a material part of the contract and that the submission of the Individual Subcontracting Report and the Summary Subcontracting Report will be made a not-separately-priced line item deliverable in the contract.*

**10. SIGNATURES REQUIRED****Company Signatures:**

This subcontracting plan was **submitted**  
by:

Signature:

Typed Name:

Title:

Date:

**Government Signatures:**

This subcontracting plan was **reviewed**  
by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

This subcontracting plan was **reviewed**  
by:

Signature:

Typed Name:

Title: Small Business Specialist

Date:

This subcontracting plan was **reviewed**  
by:

Signature:

Typed Name:

Title: Small Business Administration  
Representative

Date:

This subcontracting plan was **approved**  
by:

Signature:

Typed Name:

Title: Director, Office of Small Business  
Programs (or designee)

Date:

This subcontracting plan was **accepted**  
by:

Signature:

Typed Name:

Title: Contracting Officer

Date:

### **Attachment 2 - Voluntary Product Accessibility Template**

The purpose of the Voluntary Product Accessibility Template is to assist contracting officials in making preliminary assessments regarding the availability of commercial Electronic and Information Technology products and services with features that support accessibility. Offerors shall provide additional contact information to facilitate more detailed inquiries.

In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

**Date:**

**Name of Product:**

**Contact for more Information:**

<b>Section 1194.22 Web-based Internet information and applications - Detail Voluntary Product Accessibility Template</b>		
<i>Criteria</i>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		
(e) Redundant text links shall be provided		

for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow		

people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

<b>Section 1194.31 Functional Performance Criteria - Detail Voluntary Product Accessibility Template</b>		
<b><i>Criteria</i></b>	<b>Supporting Features</b>	<b>Remarks and explanations</b>
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode		

of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		
(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

### **ATTACHMENT 3- Quality Assurance Surveillance Plan (QASP)**

#### **I. PURPOSE:**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the performance based service standards included in this contract and in subsequent task orders issued hereunder. The intent of the plan is to provide a basis for the Contracting Officer's Technical Representative (COTR) to evaluate the quality of the Contractor's performance in providing enterprise wide access to electronic tax research services. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the COTR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

#### **II. SCOPE**

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits these efforts for Government approval in compliance with the contract deliverables. Once accepted, the Contractor then uses this as a guide and to rigorously document the implementation and operation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance and oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's proposed efforts. The Government has provided the Contractor an informational copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing quality assurance methods and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP. The QASP document may be revised to incorporate the contractor's comments and recommendations to ensure a successful partnership between the Government and the Contractor.

#### **III. RESPONSIBILITIES**

The Government shall have responsibilities for the implementation of this QASP as follows:  
Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The



Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Technical Representative (COTR) - The COTR is responsible for technical administration of the contract, assures detailed technical oversight and proper Government surveillance of the contractor's performance. The COTR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters; he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

#### **IV. METHODS OF QA SURVEILLANCE**

In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate contractor performance. The primary methods of surveillance are observations, inspections, complaints and review of those reports and items that are required to be maintained and delivered under this statement of work. The Government will use appointed representatives, as well as reports and input from users as sources of comments on the contractor's performance.

#### **V. MEASURES**

The measures listed below are expressed in the statement of work and measured by the required performance metrics in the table below:

##### **1. SERVICE AVAILABILITY**

###### **Online Products:**

- The contractor shall ensure access to their services is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.
- The contractor shall ensure access to their toll free IRS Customer Service line is available 24 hours a day, 7 days a week. In the event service is unavailable for more than 12 consecutive hours during any given month, the IRS will decrease the monthly payment in an amount equal to the number of days the service is unavailable, rounded to the nearest whole day.

###### **CD ROM Products:**

- The contractor shall replace at no additional cost to the IRS any CD ROMs provided under this contract that are not readable on a CD-ROM drive or in an IRS computing environment.

- If CD ROMs are not delivered within 2 weeks of the expected delivery date, IRS will not make any monthly payment for the month in which the CDs were due. Payment will not resume until the IRS receives functional CD ROMs from the contractor.

## **2. CONTENT AVAILABILITY**

- The contractor shall provide monthly notification to the COTR of all sources added and deleted that are within the source of the contract. If a source deleted is deemed mandatory to IRS, the contractor shall offer a comparable source. If a proposed comparable source is not acceptable to the IRS, contractual remedies shall be utilized which include reducing monthly payments.

## **3. TRAINING**

- The contractor shall provide continuous, incremental training on a recurring basis at both beginner and advanced levels. Timeliness will be defined by the program office and the contractor on or around contract award date. If timely training of IRS employees is not provided, contractual remedies shall be utilized which include reducing monthly payments.
- The contractor shall provide quick reference guides to all IRS users within 2 months of the contract award date. If not provided, contractual remedies shall be utilized which include reducing monthly payments.
- The contractor shall provide a comprehensive and interactive customized electronic tutorial within 6 months after contract award date. If not provided timely, contractual remedies shall be utilized which include reducing monthly payments.

## **4. ID/PASSWORD ISSUANCE**

- The contractor shall issue IDs or passwords to all IRS users on or before 1/1/09. If the contractor does not issue by this date, monthly payment will be withheld until they are issued.
- The contractor shall maintain an automated solution for ID issuance. If the contractor fails to maintain this system, monthly payment will be withheld until it is in place.

## **5. CUSTOMER SERVICE/TECHNICAL SUPPORT**

- The contractor shall maintain adequate customer service and technical support to ensure customer's issues are resolved efficiently. Failure to provide sufficient support may result in contractual remedies being utilized which include reducing monthly payments.

<b>Desired Outcomes</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>	<b>Date Accomplished</b>	<b>Compliance</b>
Continuous availability of access to vendor's services	Maintain user access	Service available 24hours/day, 7 days per week	Customer feedback, Periodic Inspection		
CD ROM Products	Deliver on a quarterly basis upgraded CD Rom library  Replacement of all non functioning CD ROMs	Delivery within 2 weeks of the date pursuant to production Schedule  All CD ROMs replaced and delivered within 30 days	Periodic inspection		
Continuous Content Availability	Retain all mandatory sources	As stated in the RFP	Customer feedback, Periodic inspection		
Customer and Technical Support Services	Maintain customer and technical support services to ensure customer's issues are resolved efficiently	Service available 12hours/day, 5 days per week minimum	Customer feedback, Periodic inspection		
Training	Perform continuous and timely training	As agreed to at contract award	Customer feedback, Periodic inspection,		
ID/Password Issuance	Maintain automated solution for ID issuance	ID system available for use by administrators	Periodic Inspection		

## VI. DOCUMENTATION

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The COTR shall forward these records to the Contracting Officer at termination or completion of the contract.

**VII. FAILURE TO PERFORM**

The Government may apply contractual remedies such as notifications of failure to meet the performance standards through letters, cure notices, show cause notices. The Government reserves the right to reduce payment for failure to perform in accordance with the requirements of the contract. If the Government determines that the contractor has failed to perform to the extent that termination is justified, the Contracting Officer shall issue a notice of termination, consistent with FAR Part 49.

## SECTION V – INSTRUCTIONS AND EVALUATION FACTORS

### 1.0 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (Nov. 2007)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(1) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation,

these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any

time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;



(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

## **2.0 ADDENDUM TO 52.212-1-- INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria at 52.212-2 *Evaluation – Commercial Items* of this solicitation. Therefore, the offeror is advised to carefully read the entire RFP. Offerors may propose on any or all of the three award groups outlined in the statement of work: Portable CD ROM Tax Service, Tax Research Services and the Comprehensive Research Services. The Government intends to evaluate each award group as a separate entity which could result in awarding potentially three contracts. In the event, a vendor can clearly demonstrate their ability to provide more than one of the award groups' services, the government will give consideration to this option and may award a single contract to that vendor for administrative efficiency.

To aid in the evaluations, proposals shall be clearly and concisely written, as well as neat and logically assembled. Prospective offerors are asked to submit material that is directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative promotional material and so forth, should not be submitted.

All proposals shall be clearly labeled, on the outside with the offeror's name, address and solicitation number. All pages of each proposal shall be appropriately numbered, and identified with the name of the offeror and solicitation number, to the extent practicable. An original and five (5) photocopies of the proposal and all supporting documentation, along with one electronic copy (floppy disk or CD-Rom), shall be submitted. At least one copy shall be in loose-leaf binder format. Offerors shall submit proposals consisting of two separate volumes. Volume I is the *Price and Business Proposal*. Volume II is the *Technical Proposal*. Specific instructions for the preparation of each proposal will be set forth below. Proposals shall be submitted on single sided 8 1/2" x 11" paper, with font size no smaller than 12 points. Technical Proposals (Volume II) shall not exceed 100 pages. Any pages in excess of 100 will not be considered. This page limitation does not apply to the Volume I, Price and Business Proposal. The disk or CD copy shall be formatted in MS Office Version 6 or higher. All disks shall include a label identifying the offeror's name, address and solicitation number.

The original copy of the proposal shall contain the original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized on the remaining five copies of the proposal.

**Facsimile and email proposals are not authorized for this solicitation**

**2.1 PROPOSAL REQUIREMENTS** - As stated previously, each offer shall consist of two separate volumes. Volume I is the Price and Business Proposal. Volume II is the Technical Proposal. The instructions are as follows for each volume:

**(A)VOLUME I – PRICE/BUSINESS PROPOSAL:** This volume shall include the price proposal, representations and certifications, and the subcontracting plan.

**PRICE PROPOSAL** – Offerors are not required to propose on all CLINs. However, to the extent that an offeror chooses to propose on a particular award group, the offeror **MUST** propose to the **FULL** set of CLINs for that particular package. Proposed prices must be: (1) fully loaded firm fixed prices (2) propose to the full SOW requirement for the package inclusive of all highly desirable features identified in the offeror's technical proposal.

The offeror's price proposal shall consist of the prices entered into the revised Microsoft Excel spreadsheet file titled "*ERSPrice.xls*." These worksheets are for the pricing of all award groups with separate pricing tables designated for each award group. The first three worksheets identified as *Portable CD Rom Tax Service*, *Tax Research Service* and *Comprehensive Research Service*, are the worksheets in which the individual process must be entered. These individual prices are pulled into the Evaluated Price Summary worksheet which will serve as the pricing evaluation model (PEM) and the CLIN pricing worksheets which reflects the CLIN structure that will be eventually incorporated into any resulting contract.

The tables allow price entry for all potential usage levels for the first year and the four subsequent option years. Every price entry corresponds to a Contract Line Item Number (CLIN). The government reserves the right to order any combination of services represented by separately priced CLINs.

Pricing is to be entered as "price per user", except for "Unlimited Access" pricing. For the purposes of this contract, Unlimited Access is defined as Unlimited Number of Users. The spreadsheet will automatically calculate the resulting monthly and annual pricing for your review. The Offeror must annotate "No Bid" in each of the cells for any item(s) that the Offeror will not be proposing to the Government under this solicitation including Unlimited Access pricing. Enter pricing **ONLY** in unshaded (i.e. white) cells. All other cells automatically calculate their values, and are locked to prevent data entry. Baseline figures, which are represented by darker-lined cell borders, are projected access volumes and/or concurrent usage levels for the first year and the four subsequent option years, and will be used to compute evaluated price totals. Entries for all periods (baseline and non-baseline) will be used for price evaluation purposes to determine fair market price and price balance and will become contract prices at time of award.

In entering the data, offerors may not modify any aspect of the spreadsheet other than to: (1) enter prices in the respective cells and (2) to increase the column widths, if necessary, to display values.

Offerors are required to submit proposals on a 'flat rate' firm fixed price basis for into separate pricing levels representing different levels of usage for each contract year. The IRS intends to accept offers only for complete packages – no consideration will be given to offers on items less than any one entire package.

**SUBCONTRACTING PLAN:** (NOTE: Subcontracting plans are not required for offerors that are considered to be small business concerns).

Prepare and submit a small business and small disadvantaged business subcontracting plan, as prescribed in FAR 52.219-9 and outlined in Section IV –Solicitation Attachments. The subcontracting plan must be accepted by the Government prior to award and shall be made part of any resulting contract.

**REPRESENTATIONS AND CERTIFICATION**

part Offerors shall provide a completed Section VI - Representations and Certifications as of its price and business proposal

**(B) VOLUME II - TECHNICAL AND PAST PERFORMANCE PROPOSAL:**

Volume II of the proposal shall be submitted in accordance with the instructions set forth below. It should be prepared simply and economically, providing a straightforward, concise, delineation of the information provided to satisfy the requirements below.

**GENERAL**

Each Offeror's Technical Proposal shall have a maximum number of 100 pages that the Technical Evaluation Panel will evaluate (excluding the table of contents and the Voluntary Product Accessibility Template). Pages beyond the maximum limit will not be evaluated. As noted earlier, proposals shall be submitted on single sided 8 ½" x 11" paper, with font size no smaller than 12 points.

In order that your technical proposal may be evaluated strictly on the merit of the material submitted, NO CONTRACTUAL COST INFORMATION IS TO BE INCLUDED IN THE TECHNICAL PROPOSAL. THE PROPOSAL SHALL NOT MERELY OFFER TO PERFORM WORK IN ACCORDANCE WITH THE SCOPE OF WORK, BUT SHALL OUTLINE THE ACTUAL WORK PROPOSED AS SPECIFICALLY AS PRACTICAL. The Statement of Work reflects the problems and objective of the program under consideration; therefore, repeating the scope of work without sufficient elaboration will not be acceptable.

- **CONTENT OF VOLUME II:** The contractors shall list and describe all databases, sources, and products being offered to meet the mandatory and highly desirable content and feature requirements outlined in the statement of work. Additionally, contractors shall also list and describe all excluded databases, sources, and products

specifically excluded from the offering. This listing is not subject to the pagination limitations of this request for proposal. The technical proposal shall also include an Implementation and Operation (I/O) plan for each of the following categories which addresses how the contract requirements will be implemented, and will be evaluated as to how well it meets the requirements of the SOW:

- ☐ Customer Service Support
- ☐ Training Support
- ☐ Marketing Support
- ☐ Enterprise ID Solution
- ☐ Contract Reviews and Reports

The Offeror shall also provide the information indicated in (1) through (6) below for each of its last five (5) agreements/contracts in chronological order by the beginning period of performance date for those that are completed or still in progress during the last three (3) years for the same or similar scope, magnitude and complexity to that which is detailed in the RFP. The information must clearly indicate whether the work performed by the offeror was done as a prime contractor or a subcontractor. Contracts/agreements may be between the offeror and federal, state or local governments, commercial or non-profit organizations, educational institutions or other private or public entities.

The following information shall be furnished in the technical proposal:

1. name and address of client or customer
2. names, telephone numbers and email addresses (if available) for a primary and alternate person as points of contact/references, preferably a technical and contracting reference.
3. period of performance (mm/dd/yyyy-mm/dd/yyyy) and contract/agreement number
4. total fixed price or estimated price of the agreement/contract, both at the date of inception and as a result of any supplemental agreements/modifications to the present
5. Description of supplies delivered and/or services performed; whether performance was furnished as a prime contractor or subcontractor; of the contract/agreement work scope and responsibilities; and how these efforts are similar to this proposed contract effort
6. discussion of any problems, specifically in delivery (e.g. lost of content) or cost that arose in meeting the customers expectations, the corrective action taken and effectiveness of the action

The Government reserves the right to contact some or all of the offeror's references provided in the proposal as examples of experience, to discuss and verify the information provided in the offeror's proposal. The information gathered from these contacts will be used in the evaluation of the offeror's past performance/experience. Therefore, the offeror is responsible for assuring the references furnished and their email, phone and fax numbers are current, complete and accurate in all instances. Offerors are encouraged to notify the references that their responses to inquiries are fundamental to the evaluation of proposals for this project and that the IRS may be contacting them. It shall not be the IRS' responsibility to follow up with past performance references who do not respond or for whom the contact information provided by the offeror is inaccurate, incomplete, or outdated.

**TEMPORARY ACCOUNT ACCESS**

Offerors shall provide five (5) temporary account numbers and/or passwords. The IRS will access the vendor's products/services during the proposal evaluation phase to subjectively evaluate the system's ease of use and for validation purposes. NOTE: Based on this assessment, offerors may be required to schedule an Operational Capabilities Demonstration.

The completion and submission to the Government of the above items will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this RFP and in any attachments thereto. For every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

**2.2 COMPETITIVE RANGE**

Following the evaluation of the technical and price/business proposals, a competitive range determination will be made comprising of the most highly rated offerors. If necessary, those offerors within the competitive range may be required to conduct an Operational Capabilities Demonstration. If an OCD is required, notice to an offeror will be provided in writing from the Contracting Officer within sixty (60) days after the closing of the RFP.

**2.3 OPERATIONAL CAPABILITIES DEMONSTRATION (OCD)**

During the OCD, offerors shall answer questions and demonstrate specific functionalities at the Government's request. The OCD shall be specific and detailed to support the offeror's technical proposal, demonstrate its current computer capabilities and security measures, to ensure that the proposed products/services operate in accordance with the Government's specifications and the offeror's proposal. The purpose of the OCD will be to validate the technical acceptability of proposed features of the electronic research services in accordance with the evaluation criteria set forth in FAR Clause 52.212-2. It is not desired that an offeror restate its written proposal.

Offerors are advised that they should be prepared to perform the OCD for Government verification within seven (7) calendar days after receipt of written notice by the Contracting Officer. The OCD will be conducted in the Washington DC metropolitan area. The exact site, will be provided when the offeror is notified of the OCD. Each OCD will last no more than two (2) hours. The Government reserves the right to hold discussions with the offerors during and/or after the OCD to the extent necessary to obtain a complete understanding of the proposed products/features demonstrated. The OCD will be conducted before members of the technical evaluation team and authorized procurement personnel.

**SCHEDULE FOR OCD**

The scheduling of the offeror's OCD will begin within sixty (60) business days after the closing date of the RFP. To the extent possible, the Government will coordinate and

accommodate the scheduling needs of each offeror. Once notified of the scheduled date and time, offerors shall complete their OCDs within these limitations. Requests from offers to reschedule their demonstrations will not be entertained. Rescheduling of demonstrations will not be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the process.

Offerors shall provide the names and titles of all individuals participating in the OCD to the Contracting Officer at least twenty-four (24) hours prior to the demonstration. Each offeror may have up to five (5) individuals participating in the demonstration. However, it is strongly advised that members of the team conducting the demonstration are technically adept about the features, functionality and content of the offeror's products and services and are therefore, capable of answering any of the Government's questions. Each offeror will have two (2) hours to conduct the OCD to include answering questions from the Government panel.

## 2.4 FINAL REVISED PROPOSALS

If discussions are held, all offerors still within the competitive range may be requested to submit a written Final Revised Proposal. Following the evaluation of the final revised proposal, the Government will make award without requesting further revisions to the offeror or offerors whose proposals are most advantageous to the Government, considering price and other related factors, will be selected for contract award(s).

## 2.5 CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the contracting officer. Correspondence, including written questions, should be directed to the attention and address of the individual in ***Blocks 7(a) and 9 of the Standard Form 1449***. All verbal communications should also be directed to that individual. **In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the contracting officer at least ten (10) calendar days before the due date for receipt of proposals, and shall be in writing. Questions may be submitted in writing via email to Nellisha Ramdass at [Nellisha.D.Ramdass@irs.gov](mailto:Nellisha.D.Ramdass@irs.gov).**

## 3.0 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- *Factor 1-Technical Capability*
  - Sub-factors*
    - Highly Desirable Content
    - Highly Desirable Features

- Managing and Supporting the Contract
- *Factor 2-Relevant Experience and Past Performance*; and
- *Factor 3-Price*

Factor 1, technical capability is **significantly** more important than factors 2 and 3, when evaluated independently against each factor and also collectively. Factor 2, relevant experience and past performance is more important than price. Factor 3, price is the least important factor and will be evaluated- but not point scored- to determine whether it is fair and reasonable for the proposed effort.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### **4.0 ADDENDUM TO 52.212-2 –EVALUATION –COMMERCIAL ITEMS**

As stated in 52.212-2, entitled *Evaluation – Commercial Item*, the factors that shall be used to evaluate the offers are technical capability, relevant experience and past performance, and price with award being made to the offeror or offerors who provide the best overall value to the Government. This addendum serves to further define both the evaluation process and evaluation factors and sub-factors. The Government intends to evaluate each award group as a separate entity which could result in awarding potentially three contracts. In the event, a vendor can clearly demonstrate their ability to provide more than one of the award groups' services, the government will give consideration to this option and may award a single contract to that vendor for administrative efficiency.

##### **THE EVALUATION PROCESS**

The evaluation process will include a preliminary review to determine whether the offerors meet the mandatory requirements outlined in the statement of work. If during this preliminary review, an offeror's products and services fail to meet ALL mandatory requirements identified in the SOW, the Government will deem the offer to be outside the competitive range. The Government will be under no obligation to evaluate any remaining portions of that offeror's technical or price/business proposals. Of those proposals deemed to have met the mandatory requirements, the Government will proceed in a full evaluation of the technical proposal and price/business proposals. Those offerors with the most highly rated proposals will be included in the competitive range and if necessary, may be required to conduct an

Operational Capabilities Demonstration. If discussions are held, all offerors still within the competitive range may be requested to submit a written Final Revised Proposal. Following the evaluation of the final revised proposal, the offeror or offerors whose proposals are most advantageous to the Government, considering price and other related factors, will be selected for contract award(s). The Government may incorporate various portions of the winning offeror's proposal into the resulting contract(s).

#### **4.1 EVALUATION FACTORS**

The following evaluation factors will be utilized in the evaluation of the proposals.

##### **A. Factor 1- Technical Capability**

###### **1. SUBFACTOR 1: HIGHLY DESIRABLE CONTENT**

This sub factor evaluates the degree to which each Offeror's proposal incorporates highly desirable content as set forth in the SOW.

###### **2. SUBFACTOR 2: HIGHLY DESIRABLE FEATURES**

This sub factor evaluates the degree to which each Offeror's proposal incorporates highly desirable features as set forth in the SOW.

The Government will also subjectively evaluate the overall ease of use of these features via on-line access through the temporary accounts each Offeror is required to provide.

###### **3. SUBFACTOR 3: MANAGING AND SUPPORTING THE CONTRACT**

The Offerors will be evaluated on how well their proposal meets the requirements of the SOW for managing and supporting this contract. This will be evaluated through review of the Implementation and Operation plan, which encompasses the following plans:

- Customer Service Support,
- Training Support,
- Marketing Support, and
- Enterprise ID Solution
- Contract Reviews and Reports

The IRS will evaluate each of these plans to determine the adequacy of the offeror's staffing, policies, procedures, and techniques proposed to meet the requirements of this SOW. The offeror's discussion of both technical and business management will be evaluated for not only thoroughness and reasonableness, but also a demonstrated understanding of the unique circumstances of this contract. At a minimum, each of these plans will be reviewed for:



- Completeness, capability and capacity in addressing requirements as described in the SOW;
- Ability to manage the process and provide qualified personnel in supporting the requirement; and
- Technical clarity of the plan and any supporting documents (e.g. Quick Reference Guides, User Manuals, etc.)

## **B. Factor 2- Relevant Experience and Past Performance**

The Government will evaluate the offeror's recent and relevant experience and past performance in performing tasks similar in scope and complexity to the SOW. The offeror will be evaluated on the quality of its past performance on similar work, including overall customer satisfaction, cost control, and effectiveness at successfully meeting the performance requirements. References submitted by the offeror must be recent and relevant to requirements and tasks outlined in the SOW. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no record of relevant experience and past performance or for whom information is not available, may not represent the most advantageous proposal to the Government, and thus, may be an unsuccessful proposal when compared to the proposal of other offerors. This evaluation factor will not concern the prior experience of individual personnel in the Offeror's organization or of any proposed subcontractors.

## **C. Factor 3 - Price**

Price will be evaluated but not point scored. The Government will evaluate the total price proposed for each performance period (i.e. base and all option years) to determine price reasonableness as it relates to the technical requirements and to assist in the best value determination. The individual CLIN prices will also be evaluated to determine whether the unit prices are reasonable and balanced. The Government reserves the right to reject an offer that contains unbalanced pricing pursuant to FAR 15.404-1 (g) (3).

## **SECTION VI - REPRESENTATIONS AND CERTIFICATIONS**

### **1.0 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV. 2007)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has

not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t26t28+2+244+++%2826%29%20%20AND%20%28%2826%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20U.S.C. 6109,>  
31 [http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30+++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20U.S.C. 7701\).](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30+++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20U.S.C. 7701).)

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

## (5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It \_\_\_ has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions

(31 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20U.S.C.1352>).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.      Country of Origin


[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------




---

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

---



---



---

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.      Country of Origin

---



---



---

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

## Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)    Are,    are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)    Have,    have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)    Are,    are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

